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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/595,528	06/16/2000	Scott E. Landau	IFF-101	2190

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Barry R Lipsitz  
755 Main Street Building 8  
Monroe, CT 06468

EXAMINER
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RUDY, ANDREW J

ART UNIT	PAPER NUMBER
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3627

DATE MAILED: 09/12/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/595,528

Applicant(s)

LANDAU ET AL.

Examiner

Andrew Joseph Rudy

Art Unit

3627

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 17 April 2006 and 01 July 2005.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-27 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-27 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### **DETAILED ACTION**

1. Claims 1-27 are presented for examination. The rejection of claims 1-27 mailed on 9/24/2004 is withdrawn. New grounds of rejection based on newly found prior art is set forth in detail below.

### ***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over "New Web Business Caters to Law Firms: Former Associates start foodservice company" (hereinafter SeamlessWeb I) and "You Want Fries With That?" (hereinafter SeamlessWeb II) in view of Gardner et al., Pat. No. 5,758,327 (hereinafter Gardner). The Examiner notes that SeamlessWeb I and SeamlessWeb II disclose a service on a web site called SeamlessWeb that was started in December, 1999. Therefore, the publications are used to disclose the service SeamlessWeb. All citations to SeamlessWeb, unless otherwise noted, are found in SeamlessWeb I.

As to claims 1, and 21-23, SeamlessWeb discloses a method for providing electronic commerce and accounting services to organizations and service providers for offerings ordered by members of the organizations and delivered by the service providers (see whole document) comprising the steps of:

providing members with online access to a listing of a plurality of service providers with associated offerings via an interactive communication (i.e. web), said listing maintained by an intermediary (i.e. SeamlessWeb, linking law firms with a network of restaurants) (page 3, lines 8-10);

enabling members to electronically select a service provider from the listing (i.e. click on a restaurant) (page 3, lines 39-41);

enabling members to electronically select offerings from the selected service provider via the listing (i.e. clicking through the menu to complete the order) (page 3, lines 39-41);

enabling the members to electronically communicate selected offerings and billing information for payment of the selected offerings to the intermediary (page 4, lines 42-44);

electronically storing the billing information at the intermediary (page 4, lines 42-44);

electronically communicating the offerings selected by the members from the intermediary to the selected service provider (page 4, lines 42-44);

providing a consolidated invoice from the intermediary to an organization for a plurality of offerings ordered by a plurality of members of that organization from a plurality of service providers (page 4, lines 48-54);

SeamlessWeb does not explicitly disclose  
a listing that is a database; and  
providing the invoice during a predetermined time period.

However, Gardner discloses a listing that is a database (i.e. catalog) (col. 5, lines 43-57). In addition, Gardner discloses providing the invoice during a predetermined time period (i.e. information matched with the EPOD) (col. 9, lines 32-49). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations for the motivation of making requisition of items more efficient by diminishing paper handling during the process (col. 4, lines 13-22).

As per claim 2, SeamlessWeb discloses collecting payment by the intermediary from the organization on the consolidated invoice (i.e. single bill)(page 4, lines 48-50);  
and

SeamlessWeb does not explicitly disclose  
paying of the service provider by the intermediary for all offerings ordered  
therefrom by the members .

As per claim 3, SeamlessWeb and Gardner do not explicitly disclose wherein the members are provided with the additional option of paying by cash or credit card in which instance the offering is not billed to the organization on the consolidated invoice.

However, the Examiner takes official notice that it was well known in the electronic ordering arts to pay for goods and services by cash or credit card.

The motivation was to provide convenient payment mechanisms preferred by customers. It would have been obvious to one of ordinary skill at the time of Applicant's invention to include the aforementioned limitation for the motivation stated above.

As per claim 4, SeamlessWeb discloses wherein:

the organization is a business and members are employees of the business (i.e. employees of a law firm)(page 3, lines 39-41);

the billing information includes at least one of the employees' personal identification number, a specific identification number for the business, the business' address, the business' telephone number, and client billing codes (page 4, lines 42-44).

As per claim 5, SeamlessWeb discloses in the form of a searchable web site (page 3, lines 8-10 and lines 39-41).

As per claim 6, SeamlessWeb discloses the service providers are restaurants and the step of providing at least one web page with each of the restaurants which web page displays at least one of the restaurant menu, the restaurant food type, and the restaurant specialties of the day (page 3, lines 39-41).

As per claim 7, SeamlessWeb discloses generating a report by the intermediary of all meals ordered by the employees during a specified time period containing at least one of order date, order time, employee name, employer's personal identification number, meal ordered, meal cost, client name, client code, and restaurant name (i.e. who's gone over budget)(SeamlessWeb II, page 3, lines 19-23) and

forwarding the report from the intermediary to the business (SeamlessWeb II, page 3, lines 19-23).

As per claim 8, SeamlessWeb and Gardner do not explicitly disclose wherein the report can be sorted by at least one of order date, order time, employee name, employees' personal identification number, meal ordered, meal cost, client name, client code, and restaurant name.

However, the Examiner takes official notice that it was well known in the electronic arts to sort reports based on specific fields of information. The motivation was to prepare the report data in a user friendly manner for preparing the data in such a form to identify relevant information in a logical manner. It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation for the motivation stated above.

As to claim 9, SeamlessWeb discloses wherein the report can be generated upon demand by the organization (SeamlessWeb II, page 3, lines 19-21).

As to claim 10, SeamlessWeb discloses wherein the report is forwarded from the intermediary to the organization via one of facsimile, email, global communication network, or said interactive communication network (SeamlessWeb II, page 3, lines 19-21).

As to claim 11, SeamlessWeb discloses generating a receipt by the intermediary containing at least one of an order confirmation number, employee name, the

employees' personal identification number, meal ordered, order date, order time, meal cost, client name, client code, and restaurant name (i.e. confirmation email of the order to the lawyer)(page 4, lines 42-44).

As to claim 12, SeamlessWeb discloses wherein the receipt is forwarded from the intermediary to at least one of the employee, the restaurant, and the organization (page 4, lines 42-44).

As to claim 13, SeamlessWeb discloses wherein the receipt is forwarded from the intermediary via one of facsimile, email, global communication network, or said interactive network )page 4, lines 42-44).

As to claim 14, SeamlessWeb discloses forwarding from the intermediary to the employee an estimated time of delivery from the restaurant to the organization (page 4, lines 42-44).

As to claim 15, SeamlessWeb discloses wherein the listing is searchable by at least one of restaurant name, food type, food preference, and restaurant location (page 3, lines 39-41).

As to claim 16, SeamlessWeb does not explicitly disclose wherein the business maintains house accounts with the restaurants and the consolidated invoice provides consolidation of amounts due on the house accounts.

However, SeamlessWeb discloses consolidated invoicing from restaurants(page 4, lines 42-50). Gardner discloses a central site for processing invoices on amounts due



on house accounts with a plurality of vendors (col. 9, lines 32-49). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations within SeamlessWeb for the motivation stated for claim 1 above.

As to claim 17, SeamlessWeb discloses retaining a commission by the intermediary from the payment received from the organization (SeamlessWeb II, page 3, line 16).

SeamlessWeb and Gardner do not explicitly disclose wherein only the balance of the payment from the organization minus the commission is forwarded by the intermediary to the service provider.

However, the Examiner takes official notice that it was well known in the electronic ordering arts to forward balance payments minus commissions to service providers. The motivation was to provide incentive for more service providers or vendors to participate in the electronic commerce network. It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations for the motivation stated above.

As to claim 18, SeamlessWeb discloses providing a history of previous orders by the intermediary for each member (SeamlessWeb II, page 3, lines 19-20).

As to claim 19, SeamlessWeb discloses providing real time assistance by the intermediary to resolve problems associated with an order (page 4, line 44).

As to claim 20, SeamlessWeb does not explicitly disclose wherein the consolidated invoice from the intermediary to the organization is provided via one of facsimile, email, a global communication network, or said interactive communication network.

However, Gardner discloses wherein the consolidated invoice from the intermediary to the organization is provided via one of facsimile, email, a global communication network, or said interactive communication network (col. 9, lines 38-40). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations for the motivation of making requisition of items more efficient by diminishing paper handling during the process (col. 4, lines 13-22).

As to claim 24, SeamlessWeb does not explicitly disclose wherein members are only allowed access to searchable database for a preselected group of service providers.

However, Gardner discloses wherein members are only allowed access to searchable database for a preselected group of service providers (i.e. approved products and services)(col. 5, lines 23-30). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation for the motivation of handling customer orders automatically via a catalog

model without requiring intervention by a buyer associated with the procurement process (col. 5, lines 32-43).

As to claim 25, SeamlessWeb discloses wherein the preselected group of service providers is determined based on geographic location of the organization (midtown and Wall street)(page 4, lines 61-64).

As to claim 26, SeamlessWeb discloses wherein the geographic location is determined by proximity to the organization (midtown and Wall Street) (page 4, lines 61-64).

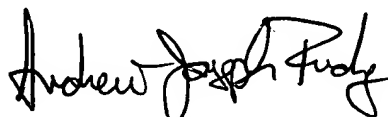
As to claim 27, SeamlessWeb discloses providing for delivery of the offerings from the service provider to the members (page 4, lines 42-44).

### ***Response to Arguments***

4. Applicant's arguments with respect to claims 1-27 have been considered but are moot in view of the new ground(s) of rejection.
5. A further reference of interest is noted on the attached PTO-892.
6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Andrew Joseph Rudy whose telephone number is 571-272-6789. The examiner can normally be reached on Monday thru Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander G. Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



Andrew Joseph Rudy  
Primary Examiner  
Art Unit 3627